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DECLARATION OF LAWRENCE H. BRENNAN

I, LAWRENCE H. BRENNAN, declare as follows:

1. I am a member of the Church of Scientology and have been employed by entities of said Church since September 1973. This Declaration is executed in support of plaintiff CHURCH OF SCIENTOLOGY OF CALIFORNIA's (hereafter "CSC") Motion for Summary Judgment on issues related to the injunction in the instant case. It is based on my personal knowledge, to which I can competently testify if called as a witness.

2. In 1980 I assisted Advanced Organization Saint Hill Publications (hereafter "AOSH DK") as their representative in contract negotiations with Mr. Omar Garrison, an author engaged to write an authorized biography of L. Ron Hubbard. These negotiations resulted in execution of an agreement signed on October 30, 1980 by Mr. Garrison and myself. (Please see the agreement, a true copy of which is annexed hereto as Exhibit "A".)

3. During the period of negotiations preceding this agreement, AOSH DK and Mr. Garrison were informed that an archives of materials relating to L. Ron Hubbard was being maintained by CSC. This archives included many of Mr. Hubbard's personal writings and belongings as well as materials related to the history of Mr. Hubbard which had been purchased from individuals by CSC. Therefore, the Tenth paragraph of said agreement made the following proviso:

"b. Publisher shall use its best efforts to provide Author with an office, an office assistant and/or research assistant, office supplies and any needed archival and interview materials in connection with the writing of the Work."

4. Subsequent to the execution of the above agreement, on November 14, 1980, the Secretary of the Board of Directors of AOSH DK made a

1 written proposal to the Board of Directors of CSC. This proposal
2 requested the following cooperation from CSC:

- 3 "1. Providing an office space for Mr. Garrison to work
4 in the Cedars complex in Los Angeles.
- 5 2. Providing Mr. Garrison with complete access to
6 your archives and records on LRH including FOI
7 documents, private papers, letters, photographs,
8 logs, legal papers and the like.
- 9 3. Providing an assistant to Mr. Garrison who will
10 assist in research and office duties as needed.
- 11 4. Providing to Mr. Garrison, as possible, transcripts
12 of taped interviews with LRH, currently in CSC's
13 possession."

14 The above proposal was ratified by CSC. (Please see the Proposal, a true
15 copy of which is annexed hereto as Exhibit "B".)

16 5. The Personal Public Relations Office (hereafter "PPRO"), wherein
17 defendant GERALD ARMSTRONG was posted, was a division of CSC throughout
18 1980 and until December 10, 1981. The archives referred to above was
19 maintained within PPRO by defendant ARMSTRONG as the Senior PPRO
20 Researcher and funded by CSC monies.

21 6. It is standard Scientology policy to assign duties and
22 responsibilities to posts, not persons. I can unqualifiedly state that
23 the "research assistant" assigned to Mr. Garrison by CSC, pursuant to
24 CSC's agreement with AOSH DK, was the post of Senior PPRO Researcher and
25 not the individual GERALD ARMSTRONG. Whatever individual held that post
26 was responsible for assisting Mr. Garrison and, in fact, another
27 individual was assigned to that post following defendant ARMSTRONG's
28 departure and did assist Mr. Garrison.

7. Due to the above, defendant ARMSTRONG's sole relationship to the
biography was his position as a CSC employee. When he voluntarily
terminated that employment in December 1981 by leaving CSC without first
informing any authorized CSC representative, defendant ARMSTRONG likewise

1 terminated his relationship to the biography.

2 8. In June 1983 I assisted New Era Publications (hereafter "NEP"),
3 the successor corporation to AOSH DK, as their representative in
4 settlement negotiations with Mr. Garrison. These negotiations resulted
5 in a settlement agreement between NEP and Mr. Garrison which included the
6 following statements:

7 "2. The contract between OVG and AOSH, DK, dated
8 October 30, 1980, is considered by all parties to be
null and void and no longer has any force and effect.

9 3. OVG will not publish any biography of L. Ron
10 Hubbard, and is not working on a biography of L. Ron
Hubbard pursuant to the contract described in par. 2 or
11 on any other basis.

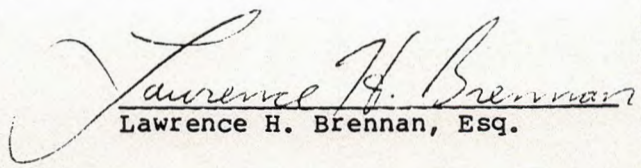
12 4. OVG has delivered to the Church of Scientology
International all documents and materials obtained from
13 any Church of Scientology, L. Ron Hubbard, Mary Sue
Hubbard, or any Scientology organization, which he came
14 into possession of in connection with the preparation of
a biography of L. Ron Hubbard. This includes all materials
15 of any sort provided to him from any Church of Scientology
Archives or provided to him by Gerald Armstrong. OVG, by
16 the terms of the settlement agreement, relinquishes any
claim to continue to possess any of these materials."
17 (Please see the Settlement Agreement, a true copy of
which is annexed hereto as Exhibit "C".)

18 This settlement agreement was executed on June 27, 1983, ending any
19 possible claim to possessory rights to the materials under seal in the
20 case at bar by defendant ARMSTRONG.

21 I declare under penalty of perjury that the foregoing is true and
22 correct.

23 Executed this 17th day of October 1983 in Los Angeles, California.

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Lawrence H. Brennan, Esq.

AGREEMENT

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AGREEMENT, made as of this 30th day of October, 1980, between Raisón-Pilot, Inc. f/s/o Omar V. Garrison, 9255 Sunset Boulevard, Suite 625, Los Angeles, California 90069 (hereinafter called "Author") and AOSH DK PUBLICATIONS, Department ApS at Jernbanegade 6, 1608 Copenhagen V, Denmark (hereinafter called "Publisher"):

The Author and Publisher mutually agree as follows:

FIRST: Author shall engage in writing a biography of L. Ron Hubbard (hereinafter called "the Work") in accordance with schedules "A" and "B" attached hereto and by this reference made a part hereof.

SECOND: Author represents and warrants that Omar V. Garrison shall be the sole author and legal proprietor of the Work; that it has the sole and exclusive right to make the grant of rights set forth herein; that the Work shall be original and not in the public domain and has not heretofore been published in book form; that the Work shall contain no matter which is libelous, an invasion of privacy or otherwise unlawful; and that the Work will not infringe upon any copyright or proprietary right of any third party.

THIRD:

a. Author agrees to deliver to Publisher on or before the first day of May, 1982, one clean, legibly typed manuscript of the completed Work of not less than 150,000 words in length.

b. The Publisher shall have the right to approve the Work in accordance with the following schedule:

1. The manuscript shall be deemed satisfactory in content to the Publisher unless, within 60 days of its receipt, Publisher gives Author written notice of the respects in which the manuscript is unsatisfactory.

2. Author shall have 60 days from receipt of Publisher's notice to make and submit such changes as Publisher believes are reasonably required.

3. If Publisher gives notice under THIRD b.1 above and Author's changes are not satisfactory to the Publisher, or if no changes are submitted within 60 days of said notice by Publisher, then Publisher may terminate this Agreement by written notice to the Author with the effects set forth in FOURTH below.

FOURTH: If Publisher terminates this Agreement as set forth in THIRD b.3 above, Publisher shall pay Author, concurrently with notice of such termination, the sum of \$25,000 in addition to the \$20,000 already advanced to Author pursuant to SIXTH a. below. In the event of such termination, Author shall have no further rights whatsoever

with respect to the Work, and Publisher shall be the sole and exclusive owner of any and all rights therein and thereto; provided, however, that Publisher may not thereafter publish the Work without Author's written consent. In the event of such termination, Publisher shall own, solely and exclusively, all of the results and proceeds of Author's research and interviews, and nothing herein contained shall affect or otherwise limit Publisher's right to thereafter engage other writers to write a biography of L. Ron Hubbard.

FIFTH:

a. Graphic materials (such as photographs, drawings, etc.) as well as written materials which are quotations of L. Ron Hubbard or descriptions of the graphic materials may be inserted in the manuscript at Publisher's discretion.

b. Publisher shall have the right, in its discretion, to make such ^{changes} ~~changes~~ in the text of the manuscript as are necessary to protect the security, confidentiality or good name of L. Ron Hubbard or Publisher and its affiliates.

c. Except as set forth in FIFTH a. and b., and without limiting Publisher's rights pursuant to FOURTH above, any changes to the text of the manuscript shall require Author's approval, such approval not to be unreasonably withheld. The terms of this subparagraph shall not apply if Omar V. Garrison dies, is incapacitated or otherwise unable to make changes to the manuscript.

SIXTH: The Author grants to the Publisher for the full term of copyright available in each country throughout the world, including renewals and extensions, under any and all copyright laws now or hereafter in force, the sole and exclusive right to print, publish, to have published, copy, and vend the Work and any and all related derivative works whatsoever in any and all media whether now known or hereafter discovered, including foreign language translations, in all countries of the world. The foregoing rights shall include, without limitation, primary rights, low cost edition rights, text-book rights, abridgement and condensation rights, paperback rights, secondary and subsidiary rights (e.g., dramatic, motion picture, television, radio, educational picture and periodical rights), and commercial rights.

SEVENTH: The Publisher shall make (or cause its licensees to make) application for registration of copyright of the Work in the name of Omar V. Garrison, in accordance with United States Copyright Law and in compliance with the Universal Copyright Convention. Subject to Seventeenth below, the Publisher and its licensees shall have the right to obtain renewals of such copyrights when permitted by law. The Author will direct his executor by will to fulfill the terms of this Agreement and to execute any and all documents which may be necessary to continue this Agreement during the copyright renewal period. The Publisher shall affix (and cause its licensees to affix) to each published copy of the Work the appropriate form of copyright notice prescribed by

United States copyright law and by the Universal Copyright Convention.

EIGHTH: Publisher shall pay to Author as an advance against and on account of all sums accruing to Author hereunder, the following:

a. On acceptance and signing of this Agreement: \$20,000, receipt of which is hereby acknowledged.

b. On delivery of a final and complete manuscript satisfactory to Publisher in form and content: \$20,000.

NINTH:

a. Publisher agrees to pay Author a royalty of five percent (5%) of the retail price of each copy of the Work sold by Publisher, less returns. *including special edition.*

b. With respect to copies of the Work sold directly to consumers through the medium of mail order, coupon, radio, television or space advertising, five percent (5%) of the net receipts of Publisher.

c. With respect to "special sales" (i.e., copies sold to government agencies, book clubs, or otherwise outside usual wholesale or retail trade channels) and "remainders" (i.e., copies sold below the cost of manufacture), five percent (5%) of the net receipts of Publisher.

d. No royalties shall be payable on copies of the Work published in Braille or other forms for the physically handicapped.

e. No royalties shall be payable on copies of the Work published and distributed for publicity purposes.

TENTH:

a. Publisher agrees to pay for expenses incurred by the Author in the course of writing and researching the Work, such as travel expenses, such expenses not to exceed \$7,500 without the express written consent of Publisher. Receipt by Author of \$2,000 is hereby acknowledged.

b. Publisher shall use its best efforts to provide Author with an office, an office assistant and/or research assistant, office supplies and any needed archival and interview materials in connection with the writing of the Work.

ELEVENTH:

a. Publisher shall indemnify and hold Author harmless from and against any final judgment for

damages against Author or Omar V. Garrison arising out of any incorrect data, misleading or false documents, or material found to be libelous and provided to the Author by the Publisher for inclusion in the Work.

b. Without limiting the provisions of ELEVENTH a., Author shall likewise indemnify Publisher against any loss or damage resulting from the breach of Author's representations and warranties set forth in SECOND.

c. If during the existence of this Agreement the copyright, or any other right in respect to the Work is infringed or violated, Publisher may, at its own cost and expense, take such legal action, in the Author's name if necessary, as may be required to restrain such infringement and to seek damages therefor. Publisher shall not be liable to Author for the Publisher's failure to take such legal steps. Money damages recovered for an infringement shall be applied first toward the repayment of the expense of bringing and maintaining the action, and the balance shall be deemed the net receipts of Publisher, and Author shall receive five percent (5%) thereof.

TWELFTH:

a. Publisher agrees to publish the Work in such style and at such price as it deems appropriate, within one year of Publisher's acceptance of the completed and approved manuscript, but Publisher shall not be responsible for delays caused by strikes, lockouts, fires or other circumstances beyond its control.

b. Publisher agrees that the first edition of the work will be published in the United States of America.

THIRTEENTH: Publisher agrees to give Author of two free copies of the book in premium editions and ten free copies of the book in regular hard cover editions.

FOURTEENTH: Author agrees that it and Omar V. Garrison will not, while the Work is in print, publish or permit to be published in any form whatsoever any material in book or printed form that will, in the opinion of Publisher, conflict with the Work or impede or reduce the sale of the Work.

FIFTEENTH: Commencing after publication, Publisher shall render semi-annual accountings on or before September 30 for the six-month period ending in the preceding June , and on or before March 31 for the six-month period ending in the preceding December. Each statement rendered will be accompanied by payment of the amount shown to be due thereon, after allowance of a reasonable reserve for returns and after recoupment of all sums payable as advances hereunder. Should Author receive an overpayment of royalties it shall be charged against sums thereafter due Author, under this or any other agreement with the Author. Upon written request Author may not more than once each year during usual business hours at the Author's expense, cause the books and records of Publisher concerning sales and licenses of the Work to be

examined by a certified public accountant at the place where such records are regularly maintained. Statements rendered hereunder shall be deemed final and binding upon Author unless Publisher is given written notice of Author's objections thereto within one year after the date rendered, specifically setting forth the grounds of such objections.

SIXTEENTH: All communications, notices and demands of any kind which either party may be required or desired to give to or serve upon the other party shall be made by registered or certified airmail, special delivery, postage paid, return receipt requested, to the following addresses:

To the Author: Ralston-Pilot Inc.
9255 Sunset Boulevard
Suite 625
Los Angeles, California 90069
Attention: Omar V. Garrison

To the Publisher: AOSH DK Publications
Department ApS
Attention: Legal Department
Jernbanegade 6
1608 Copenhagen V
Denmark

Copies of any notices to either party shall also be sent to:

David Gaiman
c/o St. Hill Manor
East Grinstead
Sussex, England

and

Laurel Sullivan
P.O. Box 27517
Los Angeles, California 90027

SEVENTEENTH:

a. In consideration of the covenants and conditions set forth herein, Author hereby grants to Publisher the exclusive and irrevocable option ("the Option") to purchase from Author all of Author's rights under this Agreement, including, without limitation, the copyright of the Work and the right to receive royalties from the sale of the Work. The Option may be exercised at any time commencing five (5) years after the first publication of the Work. The Option shall be exercised by written notice to Author accompanied by payment to Author of the sum of \$100,000. Upon exercise of the Option, Publisher shall acquire all rights of every kind and description throughout the world in the Work and shall be relieved of any obligation to make any royalty payments to Author with respect to the exploitation of the Work (including, without limitation, the sale of books) after the date on which the Option is exercised.

b. If Publisher shall exercise the Option herein granted then Author and Publisher will enter into an agreement in the form of Schedule C (hereinafter the "Assignment")

substantially in the form attached hereto. Concurrently with the execution of this Agreement Author has executed the Assignment, which is undated, and it is agreed that if Publisher shall exercise the Option (but not otherwise) then the signature of Author to the Assignment shall be deemed to be effective and said Assignment shall constitute a valid and binding agreement and assignment and shall be deemed to have been executed and shall be deemed to be effective as of the date of exercise of the Option, and Publisher is hereby authorized and empowered to date such instruments accordingly. If Publisher shall fail to exercise the Option, then the signature of Author to the Assignment shall be void and of no further force or effect whatever. Notwithstanding the failure or omission of any party hereto to execute and/or deliver such additional documents, it is agreed that upon the exercise of the Option by Publisher all rights agreed to be transferred to Publisher pursuant to the provisions of the Assignment shall be deemed vested in Publisher, effective as of the date of the exercise of the Option, which rights shall be irrevocable under any and all circumstances.

Author agrees that, concurrently with the execution and delivery of this Agreement, he will execute and deliver to Publisher the "Short Form Option Agreement" which is attached hereto as Schedule D. Author further agrees that Publisher may, upon receipt of the executed Short Form Option Agreement, record said Short Form Option Agreement with the United States Copyright Office and with the Copyright office of any country where the Work has been registered for copyright.

EIGHTEENTH: Publisher may assign or transfer this Agreement and all or any part of Publisher's rights and obligations hereunder to any person, firm or corporation without limitation, and this Agreement shall inure to the benefit of Publisher's successors and assigns forever; provided, however, that no such assignment shall relieve Publisher of its obligations to Author hereunder. Author shall have no right to assign any of its rights or obligations to any person, firm or corporation (other than Omar V. Garrison) without Publisher's written consent.

NINETEENTH: Author and Omar V. Garrison agree to execute, acknowledge and deliver to Publisher and to procure the execution, acknowledgement and delivery to Publisher of any additional documents or instruments which Publisher may require to fully effectuate and carry out the intent and purposes of this Agreement, including, without limitation, the Assignment.

TWENTIETH: If any term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid and unenforceable, the remainder of this Agreement or the application of such term or provision to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law. All the rights, licenses, privileges and property herein granted to Publisher are irrevocable and not subject to rescission, restraint, or injunction under

15
Author shall be
work stamps dit
QVC
to receive \$20,000 for each year that the work stamps dit
can be exercised prior to the work going out of print, Author shall be
id. to receive \$20,000 for each year that the work stamps dit
int.

any or all circumstances and in the event of any breach of this Agreement or any portion thereof by Publisher, Author's sole remedy shall be an action at law for damages; in no event shall Author have the right to injunctive relief or to enjoin or restrain or otherwise interfere with the publication, distribution or exploitation of the Work or any version thereof.

TWENTY-FIRST: This Agreement, including the attachments hereto, including, without limitation, Schedule C (the Assignment), contains the full and complete understanding and Agreement between the parties with respect to the within subject matter, and supersedes all other agreements between the parties, whether written or oral relating thereto, and may not be modified or amended except by written instrument executed by both of the parties hereto. No agent, employee or representative of Publisher has any authority to make any representation or promise not contained in this Agreement and Author expressly agrees that it has not executed this Agreement based upon any such representation or promise. No waiver by either party of any breach hereof shall be deemed a waiver of any preceding or succeeding breach hereof.

TWENTY-SECOND: Publisher shall not be liable for any breach of this Agreement unless it shall have received written notice from Author of such breach and shall not, within a reasonable time after receipt of such notice, have cured such breach.

TWENTY-THIRD: Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any material statute, law, ordinance, order or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event any provision of this Agreement so affected shall be curtailed and limited only to the extent necessary to bring it within the legal requirements; provided, however, that no other provision of this Agreement shall be affected thereby and such other provision shall continue in full force and effect.

TWENTY-FOURTH: This Agreement shall in all respects be subject to the laws of the State of California applicable to agreements executed and wholly performed within such State.

²⁰⁰
HOLBY
AOSM DK PUBLICATIONS

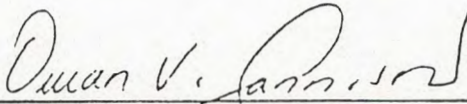
BY Lawrence H. Brennan

RALSTON-PILOT, INC.

By Owan V. Janniss

I have read the foregoing Agreement between Ralston-Pilot, Inc. ("Company") and AOSM DK Publications ("Publisher").

In consideration of, and as an inducement to the execution of the Agreement by Publisher, I make the following representations, warranties and promises: I represent and warrant that I have a valid, subsisting agreement with Company under which I am obligated to render my services for Company for at least the full term of the Agreement, and that under the terms of my agreement with Company, Company has the right to enter into the Agreement with Publisher for the furnishing of my services upon the terms and conditions therein specified and to grant to Publisher all of the rights set forth in the Agreement. I agree that I will look solely to Company for my compensation. I agree to render my services, assume such obligations, and grant such rights as may be necessary to enable Company to perform fully its obligations under the Agreement. I, in my individual capacity, represent and warrant to Publisher all matters and things which Company has represented and warranted to Producer under the Agreement, and I, in my individual capacity, acknowledge all matters and things which Company has acknowledged under the provisions of the Agreement. I guarantee full and complete performance by Company of all of its obligations under the Agreement, and I agree that Publisher may enforce its rights and remedies directly against me without first resorting to its rights and remedies against Company.


OMAR V. GARRISON

OPTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: that in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned RALSTON-PILOT, INC. and OMAR V. GARRISON do hereby grant to AOSH DK PUBLICATIONS (hereinafter referred to as "Purchaser"), and its representatives, successors, licensees and assigns forever, the exclusive and irrevocable right and option to purchase and acquire from the undersigned any and all rights of every kind and description throughout the world, in perpetuity, in and to that certain original literary work described as follows:

Title: L. Ron Hubbard: An Authorized Biography

Written by: OMAR V. GARRISON

Publisher: AOSH DK PUBLICATIONS

Date and Place of Publication:

Copyright Registration:

including all contents thereof, all present and future adaptations and versions thereof, and the theme, title and characters thereof, and in and to the copyright thereof and all renewals and extensions of such copyright.

The option herein granted may be exercised by Purchaser or his or its heirs, representatives, successors, licensees or assigns at any time on or after five years after the first publication of such literary work, as provided in that certain Agreement entered into concurrently herewith between Purchaser and the undersigned, and this Agreement is subject to all of the terms and conditions of the said Agreement, all of which are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned has executed this instrument this _____ day of _____, 1980.

RALSTON-PILOT, INC.

By OMAR V. GARRISON for RALSTON-PILOT, INC.
OMAR V. GARRISON
OMAR V. GARRISON

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On 30 OCT 80, 1980, before me, a notary public in and for said County and State, personally appeared OMAR V. GARRISON, known to me to be the person whose name is

KNOW ALL MEN BY THESE PRESENTS;

O.V.B.
2/23

That the undersigned, RALSTON-PILOT, INC
(herein referred to as "Assignor") for a valuable consideration, the receipt of which the Assignor hereby acknowledges, has given, granted, bargained, sold, assigned, transferred and set over, and does hereby give, grant, bargain, sell, assign, transfer and set over unto AOSH OR PUBLICATIONS DEPARTMENT (herein referred to as "Assignee") that certain literary material more particularly described as follows:

K.T.H.

O.V.B. *K.T.H.* L. RON HUBBARD: AN AUTHORIZED BIOGRAPHY

(herein referred to as the "work"), together with all now or hereafter existing rights of every kind and character whatsoever therein, whether or not such rights are now known, recognized or contemplated, and the complete and unconditional unencumbered title in and to the work for all purposes whatsoever.

As used herein, the term "work" means and refers to the literary material described in this assignment and the title or titles thereof, and any and all elements, themes, ideas, stories, plots, incidents, dialogue, characters, action and other parts or components contained therein, as well as all copies of any and all manuscripts thereof, and all versions and translations thereof.

Without in any manner limiting or derogating from the general grant of rights set forth in this assignment, Assignor hereby gives, grants, bargains, sells, assigns, transfers and sets over forever unto Assignee the entire, worldwide, absolute, unqualified, sole and exclusive common law rights, copyrights, and all literary, publication, novelization, dramatization, performing, mechanical reproduction, radio, television and motion picture rights in and to the work and each and every part thereof, the right to use the work in whole or in part in whatever manner Assignee may desire, including, without limitation, the right to make and cause to be made and to copyright in all countries and renew and extend the copyright or copyrights upon, any number of literary, dramatic, speaking stage, motion picture, photoplay, television, radio and other versions and adaptations of every kind and character based in whole or in part upon the work; the right in connection therewith to adapt, arrange, rearrange, change, novelize, dramatize, make musical versions of, interpolate in, transpose, add to and subtract from the work and each and every part thereof in such manner and to such extent as Assignee may, in its sole discretion, desire; the right to translate the work and all such versions and adaptations into all or any languages; the right to use the name and likeness of Assignor as author of the literary composition upon which said versions and adaptations, or any of them, are based; the sole and exclusive right to exhibit, record, reproduce, broadcast, televise, transmit, publish, sell, vend, distribute, advertise, exploit, publicize, perform and use for any purpose, in any manner, and by any means, whether or not now known, invented, used or contemplated, the work, and each and every part thereof, and any and all such versions and adaptations, and copies and mechanical or other reproductions of all thereof; and the right to use the title of the work, and any other title or titles, in conjunction with any such versions and adaptations and the right to use the title or titles of the work in connection with any motion pictures or

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, ^{2/23} *O.V.B.* RALSTON-PILOT, INC
(herein referred to as "Assignor") for a valuable consideration, the receipt of which the Assignor hereby acknowledges, has given, granted, bargained, sold, assigned, transferred and set over, and does hereby give, grant, bargain, sell, assign, transfer and set over unto *H.T.H.* AOSH OR PUBLICATIONS DEPARTMENT (herein referred to as "Assignee") that certain literary material more particularly described as follows:

O.V.B. ^{H.T.H.} L. RON HUBBARO: AN AUTHORIZED BIOGRAPHY

(herein referred to as the "work"), together with all now or hereafter existing rights of every kind and character whatsoever therein, whether or not such rights are now known, recognized or contemplated, and the complete and unconditional unencumbered title in and to the work for all purposes whatsoever.

As used herein, the term "work" means and refers to the literary material described in this assignment and the title or titles thereof, and any and all elements, themes, ideas, stories, plots, incidents, dialogue, characters, action and other parts or components contained therein, as well as all copies of any and all manuscripts thereof, and all versions and translations thereof.

Without in any manner limiting or derogating from the general grant of rights set forth in this assignment, Assignor hereby gives, grants, bargains, sells, assigns, transfers and sets over forever unto Assignee the entire, worldwide, absolute, unqualified, sole and exclusive common law rights, copyrights, and all literary, publication, novelization, dramatization, performing, mechanical reproduction, radio, television and motion picture rights in and to the work and each and every part thereof, the right to use the work in whole or in part in whatever manner Assignee may desire, including, without limitation, the right to make and cause to be made and to copyright in all countries and renew and extend the copyright or copyrights upon, any number of literary, dramatic, speaking stage, motion picture, photoplay, television, radio and other versions and adaptations of every kind and character based in whole or in part upon the work; the right in connection therewith to adapt, arrange, rearrange, change, novelize, dramatize, make musical versions of, interpolate in, transpose, add to and subtract from the work and each and every part thereof in such manner and to such extent as Assignee may, in its sole discretion, desire; the right to translate the work and all such versions and adaptations into all or any languages; the right to use the name and likeness of Assignor as author of the literary composition upon which said versions and adaptations, or any of them, are based; the sole and exclusive right to exhibit, record, reproduce, broadcast, televise, transmit, publish, sell, vend, distribute, advertise, exploit, publicize, perform and use for any purpose, in any manner, and by any means, whether or not now known, invented, used or contemplated, the work, and each and every part thereof, and any and all such versions and adaptations, and copies and mechanical or other reproductions of all thereof; and the right to use the title of the work, and any other title or titles, in conjunction with any such versions and adaptations and the right to use the title or titles of the work in connection with any motion pictures or literary, dramatic, or other works not based upon the work.

Assignee shall also have, and is hereby granted, the right to obtain copyright in all countries upon the work in the name of Assignor or Assignee, or otherwise, in Assignee's sole discretion. To the extent now or hereafter permitted by law, Assignor further gives, grants, bargains, sells, assigns, transfers and sets over unto Assignee forever all renewals of copyright, and also the right to renew and secure renewals of copyright, in and to the work in all countries in the name of Assignor or Assignee or otherwise in Assignee's sole discretion, together with all rights of every kind and character in and to the work which may be created or secured under any such renewal of copyright (whether or not obtained by Assignee), or which may otherwise exist or come into being; and for the purpose of executing, acknowledging, delivering, filing, registering and recording any and all documents that may be necessary, proper or expedient to renew or secure renewals of any such copyrights. Assignor hereby irrevocably makes, constitutes and appoints Assignee Assignor's true and lawful attorney-in-fact with full power of delegation, substitution and assignment. Assignor further agrees to make, or cause to be made, due and timely application for renewal of any and all United States copyrights in and to the work, and to assign, or cause to be assigned, such renewed copyrights to Assignee, without further consideration; but if Assignor fails to execute, or cause to be executed, a good and valid assignment of any such renewed copyright, the same shall nevertheless vest in Assignee. If Assignor does not so apply, or cause application to be made, for such renewal, or does not assign, or cause to be assigned, any such renewed copyright as aforesaid, Assignee shall have, and is hereby granted, full power of attorney, with full power of delegation, substitution and assignment, to execute, acknowledge, deliver, file, register and record in the name and on behalf of Assignor, as Assignor's attorney-in-fact, any and all documents that may be necessary and proper to renew such copyright and assign such renewed copyright to Assignee.

Assignor further gives, grants, bargains, sells, assigns, transfers and sets over unto Assignee, forever, all actions and causes of action whether past, present or future, for the infringement or violation of any and all rights in and to the work, and all other rights of every kind and character at law and in equity which Assignor may now or hereafter have as a result of, or arising directly or indirectly out of, any such infringement or violation. Assignor hereby irrevocably makes, constitutes and appoints Assignee Assignor's true and lawful attorney-in-fact, with full power of delegation, substitution and assignment, for the sole benefit of Assignee but at Assignee's expense, to institute and prosecute such proceedings as Assignee may deem expedient to protect the rights herein granted and purported to be granted, and to effect the recovery by Assignee of any and all damages and penalties for the infringement or violation of said rights, and to secure to Assignee the full benefit of all rights herein granted and purported to be granted. Assignee may sue in its own name, or in the name of Assignor, and, at its option may join Assignor as party plaintiff or defendant in any such suit or proceeding.

Assignor hereby represents and warrants that Assignor is the sole author and owner of the work, and each and every part thereof, and of all rights of every kind and character therein and thereto throughout the world, that the same are free and clear of any and all liens, charges, claims or encumbrances of every kind: that there has

proper or expedient to renew or secure renewals of any such copy-
rights. Assignor hereby irrevocably makes, constitutes and appoints
Assignee Assignor's true and lawful attorney-in-fact with full power
of delegation, substitution and assignment. Assignor further agrees
to make, or cause to be made, due and timely application for renewal
of any and all United States copyrights in and to the work, and to
assign, or cause to be assigned, such renewed copyrights to Assignee,
without further consideration; but if Assignor fails to execute, or
cause to be executed, a good and valid assignment of any such re-
newed copyright, the same shall nevertheless vest in Assignee. If
Assignor does not so apply, or cause application to be made, for such
renewal, or does not assign, or cause to be assigned, any such
renewed copyright as aforesaid, Assignee shall have, and is hereby
granted, full power of attorney, with full power of delegation, sub-
stitution and assignment, to execute, acknowledge, deliver, file,
register and record in the name and on behalf of Assignor, as
Assignor's attorney-in-fact, any and all documents that may be neces-
sary and proper to renew such copyright and assign such renewed copy-
right to Assignee.

Assignor further gives, grants, bargains, sells, assigns,
transfers and sets over unto Assignee, forever, all actions and
causes of action whether past, present or future, for the infringe-
ment or violation of any and all rights in and to the work, and all
other rights of every kind and character at law and in equity which
Assignor may now or hereafter have as a result of, or arising
directly or indirectly out of, any such infringement or violation.
Assignor hereby irrevocably makes, constitutes and appoints Assignee
Assignor's true and lawful attorney-in-fact, with full power of
delegation, substitution and assignment, for the sole benefit of
Assignee but at Assignee's expense, to institute and prosecute such
proceedings as Assignee may deem expedient to protect the rights
herein granted and purported to be granted, and to effect the re-
covery by Assignee of any and all damages and penalties for the in-
fringement or violation of said rights, and to secure to Assignee the
full benefit of all rights herein granted and purported to be granted.
Assignee may sue in its own name, or in the name of Assignor, and,
at its option may join Assignor as party plaintiff or defendant in
any such suit or proceeding.

Assignor hereby represents and warrants that Assignor is the
sole author and owner of the work, and each and every part thereof,
and of all rights of every kind and character therein and thereto
throughout the world, that the same are free and clear of any and all
liens, charges, claims or encumbrances of every kind; that there has
been no publication or any other use of the work or any part thereof
with Assignor's knowledge or consent anywhere in the world; that
Assignor has the sole and exclusive right to dispose of each and every
right herein granted and purported to be granted; that neither the
work nor any part thereof is in the public domain; that no motion

Q.V.B.

pictures or any other works have been produced which have been based in whole or in part upon the work or any part thereof; that Assignor has in no way conveyed, granted, transferred or hypothecated any rights of any kind or character in or to the work or any part thereof to any person whomsoever other than Assignee, nor has the Assignor granted any right, license or privilege with respect to any of the rights herein granted and purported to be granted to any person other than Assignee; that Assignor has not done or caused or permitted to be done any act or thing by which any of the rights herein granted and purported to be granted to Assignee have been in any way impaired; and that Assignor will not at any time execute any further agreement or agreements in conflict herewith nor in any way attempt to encumber the rights herein granted or do or cause or permit to be done any act or thing by which the rights herein granted and purported to be granted to Assignee may in any way be impaired. Assignor further represents and warrants that the work and each and every part thereof is original with Assignor in all respects and that no part thereof is taken from or based upon any other literary or dramatic work or any motion picture; that neither the work nor any part thereof infringes upon or violates any copyright, or right of privacy of any person, or constitutes a libel or slander of any person, or infringes upon or violates any other right of any person; and that the reproduction, exhibition or any other use by Assignee of the work in any form whatsoever will not in any way, directly or indirectly, infringe upon the rights of any person. As used herein, the term "person" includes any association, organization, partnership, business, trust or corporation, as well as natural persons.

Assignor hereby guarantees and warrants that Assignor will indemnify and save and hold Assignee harmless of, from and against any and all liability, loss, damage, costs, charges, attorney's fees, recoveries, judgments, penalties and expenses which may be obtained against, imposed upon or suffered by Assignee, by reason of any use which may be made of the work by Assignee, or by reason of the breach of any term, covenant, condition, representation, warranty or agreement herein contained, or by reason of anything whatsoever which may prejudice the securing by Assignee of the full benefit of the rights herein granted and purported to be granted. The foregoing guarantees and warranties shall not apply to any changes in the work which may be made by Assignee.

Assignor hereby agrees to duly execute, acknowledge and deliver, or to procure the due execution, acknowledgment and delivery to Assignee of any and all further assignments and other instruments which, in the sole judgment and discretion of Assignee, may be deemed necessary or expedient to carry out or effectuate the purposes and intent of this assignment.

All rights herein granted to Assignee shall be deemed and construed as being cumulative and the exercise or use by Assignee of any of such rights shall not be deemed a waiver or abandonment of any other of such rights. This assignment and each and all of the rights herein granted to Assignee shall be fully transferrable and assignable, in whole or in part, without restriction of any kind, and shall inure to the benefit of each and all of Assignee's successors, transferees and assigns. This assignment is executed by Assignor for himself and his heirs, executors, administrators, next of kin, personal representatives, successors and assigns, and shall be binding upon each and all of them.

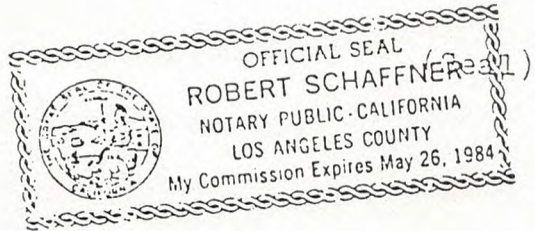
IN WITNESS WHEREOF, Assignor has executed and delivered this assignment this _____ day of _____, 19____.

Quay V. Garrison
(ASSIGNOR)

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On 30 OCT 80, before me, the undersigned, a Notary Public in and for said County and State, personally appeared AMAR V GARRISON, known to me to be the person whose name is subscribed to the within Instrument and acknowledged to me that HE executed the same.

WITNESS my hand and official seal.



ROBERT SCHAFFNER
Notary Public in and for said County and State

ROSENFELD, MEYER & SUSMAN

ATTORNEYS INCLUDING PROFESSIONAL CORPORATION

UNITED CALIFORNIA BANK BUILDING
 9601 WILSHIRE BOULEVARD
 BEVERLY HILLS, CALIFORNIA 90210

VICTOR S. NETTERVILLE (1925-1968)

TELEPHONE (213) 858-7700
 CABLE ADDRESS: ROMERSU
 TELECOPIER: (213) 271-8430
 TELEX: 194-198

November 17, 1980

IRVING B. MEYER
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 IRVING E. SUSMAN
 MORDE C. SACHER
 FRED L. WAGIN
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 IRVING A. SCHLESINGER
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 DONALD E. RAR.

PROFESSIONAL CORPORATION

Mr. Larry Brennan
 Scientology Publications
 Organization
 Store Kongensgade 55, 1264
 Copenhagen K, DENMARK

Re: L. Ron Hubbard: An Authorized Biography

Dear Larry:

Thank you for your November 10, 1980 letter concerning the above matter.

I am advised that Mr. Hubbard has approved Omar V. Garrison as the author of a literary work based on his life (hereafter "the Biography"). I am further advised that Mr. Hubbard is willing to make his personal files and records available to PDK and Mr. Garrison. In addition to all of the personal letters, journals, diaries, photographs, etc. set forth in your letter, we will also be able to provide you with family trees and histories written by Mr. Hubbard's father.

Since Mr. Hubbard's personal records and his authorization of Mr. Garrison's endeavors are vital to the success of this project, and since Mr. Hubbard's personal services will be necessary to locate, sort through, compile and identify thousands and thousands of documents, photographs and memorabilia (hereafter "the Archives"), we should agree on a fair and equitable means of compensating Mr. Hubbard for his contributions to the Biography.

Subject to Mr. Hubbard's approval and the approval of his financial and tax advisors, I suggest the following:

Mr. Larry Brennan
November 17, 1980
Page Two

First, while Mr. Hubbard may be willing to waive an up-front payment or advance, he must be reimbursed for his out-of-pocket expenses in connection with the compilation of the Archives, including, without limitation, salaries paid to employees hired by him in connection with said compilation, office supplies, duplicating costs, postage and any necessary travel expenses.

Second, before the Archives are delivered or made available to PDK, to Mr. Garrison or to any other approved third party, the safety and security of the Archives must be totally assured. I would appreciate your suggestions on this; at a minimum, PDK should purchase, at its expense, a policy or policies of insurance.

Third, Mr. Hubbard's actual compensation should be divided into two parts: one in consideration of his compilation and consulting services; and another in consideration of his authorization of the Biography and his permission to utilize the Archives in connection therewith. With respect to his services, I think Mr. Hubbard should receive the same royalty as Mr. Garrison. In consideration of his authorization and permission as aforesaid, I think Mr. Hubbard should receive amounts equal to the difference between his royalty and 50% of PDK's net proceeds.

As used in the preceding sentence, "net proceeds" means PDK's gross receipts derived from the sale and other exploitation of the Biography throughout the world, less actual monies spent by PDK (and not reimbursed) on account of printing costs, advertising, shipping, taxes and the royalties paid to Messrs. Garrison and Hubbard. No deduction should be made for overhead (e.g., rent, employees' salaries) or distribution fees. Where any of the foregoing costs (e.g., shipping, advertising) relates to the Biography and any other work(s) published by PDK, allocations must be made in a fair and reasonable manner. Mr. Hubbard's royalty and his share of the net proceeds should be paid on a quarterly basis, and an accounting statement should be enclosed with each such payment.

Fourth, as indicated above, Mr. Hubbard will consult with Mr. Garrison at reasonable times, subject, of course, to Mr. Hubbard's availability and subject to reimbursement for first-class transportation and reasonable living expenses. We

Mr. Larry Brennan

November 17, 1980

Page Three

will also provide PDK and Mr. Garrison with a "letter of introduction" notifying potential interviewees that this is an authorized biography and requesting their cooperation therewith. In connection with the foregoing, however, it must be understood that Mr. Hubbard must have final approval over the manuscript. In the event of his disapproval for any reason, any and all passages which relate to or rely on the Archives, meetings with Mr. Hubbard or meetings with third parties who would not, but for the aforesaid letters of introduction, have consented to an interview, must be removed from the Biography.

Please review the foregoing proposal and give me your thoughts.

Kind regards.

Sincerely,

ALAN S. WERTHEIMER

ASW:dgn

bcc: ✓ Laurel Sullivan

1 SETTLEMENT AGREEMENT BETWEEN

2 OMAR V. GARRISON AND NEW

3 ERA PUBLICATIONS

4 OMAR V. GARRISON and RALSTON-PILOT, INC. (hereafter

5 collectively referred to as "OVG") and NEW ERA PUBLICATIONS
6 (hereafter "NEP") enter into the following joint statement
7 and agreement:

8 1. They have entered into a confidential settlement
9 agreement which constitutes a full and amicable settlement
10 between the parties on the subject of the contract between
11 OVG and NEP's predecessor, AOSH DK, for the preparation and
12 publication of a biography of L. Ron Hubbard. This document
13 is intended to be, and is, a public statement of that
14 agreement, and constitutes "Exhibit A" to it.

15 2. The contract between OVG and AOSH, DK, dated
16 October 30, 1980, is considered by all parties to be null
17 and void and no longer has any force and effect.

18 3. OVG will not publish any biography of L. Ron
19 Hubbard, and is not working on a biography of L. Ron Hubbard
20 pursuant to the contract described in ¶2 or on any other
21 basis.

22 4. OVG has delivered to the Church of Scientology
23 International all documents and materials obtained from any
24 Church of Scientology, L. Ron Hubbard, Mary Sue Hubbard, or
25 any Scientology organization, which he came into possession
26 of in connection with the preparation of a biography of
27 L. Ron Hubbard. This includes all materials of any sort
28 provided to him from any Church of Scientology Archives or
provided

I- EXHIBIT 2
FOR IDENTIFICATION
RUTH PERSKY, CSR #5673
NOTARY PUBLIC

7-12, 19 8

Handwritten signature/initials

1 to him by Gerald Armstrong. OVG, by the terms of the
2 settlement agreement, relinquishes any claim to continue to
3 possess any of these materials.

4 Dated: June 27, 1983

5 *Omar V. Garrison*
6 OMAR V. GARRISON

7 Dated: June 27, 1983

8 *Omar V. Garrison*
9 RALSTON-PILOT, INC.,
10 by OMAR V. GARRISON

11 Dated: June 27, 1983

12 *Lawrence H. Brennan*
13 NEW ERA PUBLICATIONS,
14 By LAWRENCE H. BRENNAN,
15 its Attorney-In-Fact

16 On this the 27th day of June, 1983, before me PAULA
17 K. LITT, the undersigned Notary Public, personally appeared
18 OMAR V. GARRISON, subscribed to the within instrument, and
19 acknowledged that he executed it.

20 WITNESS my hand and official seal.

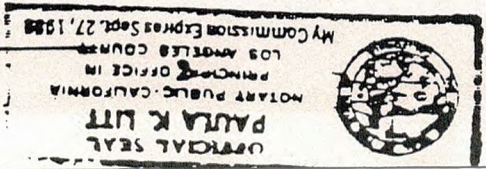
21 *Paula K. Litt*
22 PAULA K. LITT



23 On this the 27th day of June, 1983, before me PAULA
24 K. LITT, the undersigned Notary Public, personally appeared
25 LAWRENCE H. BRENNAN, subscribed to the within instrument,
26 and acknowledged that he executed it.

27 WITNESS my hand and official seal.

28 *Paula K. Litt*
PAULA K. LITT



*9.6
Crb*